

EXHIBIT B-3

**CORRESPONDENCE FROM PLAINTIFF
TO CARMAX DATED DECEMBER 19,
2024**

From: [Marcus Johnson](#)
To: [Hernandez, Noel M.](#)
Cc: [Gonzalez, Monica](#); [Martin, Anthony \(Tony\) L.](#); [Smith, Myrra L.](#); [Risucci, Vincent M.](#); [Rachel Mariner](#); carmaxvmaya@rafiilaw.filevineapp.com; [NVEMP](#)
Subject: MAYA, RUBEN | MAYA v. CARMAX | CORRESPONDENCE RE ARBITRATION
Date: Thursday, December 19, 2024 2:21:05 PM
Attachments: [24.12.18 MAYA - RESPONSE LETTER RE ARBITRATION.pdf](#)

[Caution: Email received from external source]

Good Afternoon,

Counsel, please find attached correspondence on behalf of Rachel Mariner. Feel free to contact our office should you have any questions.



Marcus Johnson

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December 19, 2024

Via US Certified and Electronic Mail

Noel M. Hernandez
10801 W. Charleston Blvd., Suite 500
Las Vegas, NV 89135
Noel.hernandez@ogletree.com

RE: Ruben Maya v. CarMax Auto Superstores, Inc.

Dear Mr. Noel Hernandez:

Thank you for your correspondence.

Plaintiff's counsel's position is that the agreement to arbitrate is unenforceable with respect to the claims Mr. Maya has brought in state court, and that this position is consistent with existing law.

We understand you will remove; we will not stipulate to arbitration.

Sincerely yours,

RAFII & ASSOCIATES, P.C.

Rachel Mariner, Esq.